

WARRANTY DEED

013745

KNOW ALL MEN BY THESE PRESENTS, That WATERVILLE AREA INDUSTRIAL DEVELOPMENT CORPORATION, a Maine Corporation located in Waterville in the County of Kennebec and State of Maine, in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, paid by EAGLE RENTAL, a Maine Corporation, whose mailing address is P. O. Box 1276, Waterville, Maine 04901, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said EAGLE RENTAL, its successors and assigns forever;

TRANSFER
TAX
PAID

A CERTAIN LOT or parcel of land situated in Waterville, County of Kennebec and State of Maine, more particularly described as follows:

BEGINNING at an iron pin on the easterly line of Industrial Road, so-called, at the northwesterly corner of land now or formerly owned by Foresite, Inc.; thence N 06° 30' 46" W 340.00 feet, more or less, along Industrial Road to an iron pin at the southwesterly corner of Lot No. 4 as shown on the Final Plan of Waterville Industrial Park by A. E. Hodsdon, dated June, 1980, and recorded in the Kennebec County Registry of Deeds in File No. E-80193; thence S 86° 31' 28" E 305.42 feet, more or less along the southerly boundary of said Lot No. 4 to an iron pin; thence S 06° 30' 46" E 281.33 feet along portions of the easterly lines of Lot Nos. 6 and 13 as shown on said Final Plan of Waterville Industrial Park through an iron pin to another iron pin; thence S 28° 44' 07" W 178.27 feet, more or less, to an iron pin on the northerly line of land now or formerly of Foresite, Inc.; thence N 61° 15' 53" W 163.37 feet along the land of said Foresite, Inc., to an iron pin; thence N 89° 11' 59" W 69.20 feet, more or less, to the iron pin at the point of beginning.

MEANING and intending to convey Lot No. 2, consisting of 2.32 acres as shown on the Final Plan of Waterville Industrial Park by A. E. Hodsdon, dated June, 1980 and recorded in the Kennebec County Registry of Deeds in File No. E-80193.

TOGETHER with a right of way in common with others from Armory Road to the above described lot over Industrial Road as shown on said Plan.

THE premises are conveyed subject to the following restrictions which shall be covenants running with the land and binding upon the Grantee, its successors and assigns:

- 1) The premises shall be used exclusively for commercial or industrial purposes.
- 2) The premises shall not be used for residential purposes, nor a shopping center for fifty (50) years from February 28, 1958, in accordance with the terms and meaning of the restriction set forth in the deed from Lewis J. Rosenthal to Waterville Industrial Development Corporation, dated February 28, 1958 and recorded in the Kennebec County Registry of Deeds in Book 1110, Page 243.
- 3) Construction and building design shall be approved by the Grantor, and all buildings on said premises shall be in harmony with other buildings located in the Industrial Park of which the above described premises is a part. The Grantee shall submit to the Grantor a preliminary plan showing general design of buildings, location on site, landscaping, etc., for approval. No buildings shall be constructed on said premises without prior written approval of final construction plan by the Grantor. Such approval shall not be unreasonably withheld.

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- 4) No more than one building shall be constructed or placed on the above described premises without the prior written approval of the Grantor. No additions or exterior structural alterations to any building or buildings on the above described premises shall be made without the prior written approval of the Grantor. The Grantor's approval shall not be unreasonably withheld so long as additional buildings, additions or alterations are in harmony with other buildings in said Industrial Park.
- 5) All buildings constructed on said premises shall be of non-combustible materials.
- 6) Each of the above restrictions shall continue and be binding upon the Grantee, its successors and assigns, for a period of thirty (30) years from the date hereof, except restriction 2 which expires by its own terms on February 28, 2008. In the event that the Grantor's legal existence is terminated by dissolution, any of the foregoing restrictions requiring Grantor's approval, shall insofar as said approval is concerned, be null and void from the date of said dissolution.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said **EAGLE RENTAL**, its successors and assigns, to them and their use and behoof forever.

AND the said Grantor Corporation does hereby **COVENANT** with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances, **EXCEPT AS AFORESAID**, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will **WARRANT** and **DEFEND** the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said **WATERVILLE AREA INDUSTRIAL DEVELOPMENT CORPORATION** has caused this instrument to be sealed with its corporate seal and signed in its corporate name by **Kenneth Viens**, its President, thereunto duly authorized this 14th day of June in the year One Thousand Nine Hundred and Eighty-eight.

Signed, Sealed and Delivered
in the presence of

**WATERVILLE AREA INDUSTRIAL
DEVELOPMENT CORPORATION**



William P. Dubord
Witness

By: Kenneth Viens
Kenneth Viens, President

**STATE OF MAINE
COUNTY OF KENNEBEC, ss.**

June 14, 1989

Personally appeared the above named **Kenneth Viens** and acknowledged the above instrument to be his free act and deed.

Before me,

William P. Dubord
Notary Public

Print Name: William P. Dubord
My Commission Expires: 6-26-94



WILLIAM P. DUBORD
Attorney at Law
Notary Public
My Commission Expires 6/26/94

RECEIVED KENNEBEC SS.

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TEST: William P. Dubord
NOTARY PUBLIC